

PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That on this the _____ day of _____, 2009, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, by **City of Bartlett, a Municipal Corporation of the State of Tennessee**, (hereinafter termed "Grantee"), to **Shelby County, a Political Subdivision of the State of Tennessee**, (hereinafter termed "Grantor"), the receipt and sufficiency of which is hereby acknowledged; the said Grantor has this day bargained and sold, and does hereby grant and convey unto **City of Bartlett, a Municipal Corporation of the State of Tennessee**, and unto its successors, a perpetual easement or right-of-way to construct, operate, maintain, replace and/or remove a permanent sanitary sewer improvement and all necessary or desirable appurtenances over, under, across and upon the following described lands belonging to said Grantor and situated in Shelby County, Tennessee, to-wit:

This Permanent Sanitary Sewer Easement is over and across the SHELBY COUNTY PROPERTY as recorded in Instrument Number CC 7454 in the Shelby County Register's Office of Shelby County, Tennessee, and being more particularly described as follows:

PERMANENT SANITARY SEWER EASEMENT AREA

BEGINNING at a point on the east line of the Bartlett Valley Planned Development property as recorded in Plat Book 227, Page 33 in said Register's Office, said point being located northwardly a distance of 9.23 feet from the southeast corner of said Bartlett Valley Property ; thence south 79 degrees 40 minutes 58 seconds east a distance of 221.31 feet to a point on the west line of the Barbara Rosenberg property as recorded in Instrument Number KL 9077 in said Register's Office; thence south 27 degrees 46 minutes 34 seconds east along said west line a distance of 24.25 feet to a point; thence south 11 degrees 18 minutes 26 seconds west along said west line a distance of 25.00 feet to a point; thence north 79 degrees 31 minutes 34 seconds west a distance of 231.36 feet to a point; thence north 04 degrees, 25 minutes, 02 seconds east a distance of 43.68 feet to a point of beginning and containing 10,094.36 square feet or 0.2317 acres of land.

ALL BEARINGS ARE RELATIVE.

This Permanent Sanitary Sewer Easement is granted to enable said Grantee, its contractors, employees, and agents ingress/egress and occupancy over, across and upon the above described Permanent Easement area, together with the reasonable right of ingress/egress over any adjacent lands of the undersigned to or from said easement or right-of-way, for the purpose of constructing, operating, inspecting, repairing, stabilizing, replacing or removing said permanent sanitary sewer improvement, and for the purpose of doing any other work necessary for the proper maintenance of said improvement.

Along with the hereinabove described easement conveyance, the said Grantor has this day bargained and sold, and does hereby grant and convey unto said Grantee one (1) Temporary Construction Easements over, under, across and upon the hereinafter described property belonging to said Grantor, which easements being more particularly described as follows:

One Temporary Construction Easements over, under, across and upon a tract of land conveyed to Shelby County by Warranty Deed of Record as described in Book 7454, in the Register's Office of Shelby County, Tennessee, which easement being more particularly described as follows:

TEMPORARY CONSTRUCTION EASEMENT

Parallel and adjacent to the north side of the above described easement and containing 3,243.14 square feet.

ALL BEARINGS ARE RELATIVE.

The hereinabove described Temporary Construction Easement is hereby granted unto the said Grantee, for the purpose of permitting said City of Bartlett, its contractors, employees and agents entry upon and use of during the initial construction of said permanent sanitary sewer improvement, over, under, across and upon the above described easement areas. Said Temporary Construction Easement shall exist only during the initial construction of said improvement and thereafter, whenever necessary for the purpose of repairing, stabilizing, replacing or removing said permanent sanitary sewer improvement.

This conveyance is subject to acceptance by said Grantee, which acceptance being expressly acknowledged herein by the approval of the proper City Officials as evidenced by their signature hereinbelow.

TO HAVE AND TO HOLD the above described easements and right unto **City of Bartlett, a Municipal Corporation of the State of Tennessee**, and unto its successors, together with the right of exercising all rights reasonably and properly incident to the rights expressly granted.

And the undersigned does hereby warrant the above described easements and right unto the said Grantee and unto its successors, against the lawful claims or demands of any or all persons claiming by, through or under the undersigned.

The said Grantee agrees to repair or cause to be repaired, at said Grantee's own expense, all damages to said Grantor's property outside the above described Permanent Sanitary Sewer Easement and Temporary Construction Easement caused by the construction of said sanitary sewer improvement and thereafter, to repair all actual damages to which existed at the time of the original granting of this easement, as may be caused by the construction activity. The said Grantee further agrees to indemnify and hold harmless the said Grantor against any and all damages and costs, including legal fees to persons or property, or claims for damages that arise due to said construction activity.

Also, it is hereby expressly understood that should the construction of this sanitary sewer improvement not begin within three (3) years, or should the Permanent Sanitary Sewer Easement herein granted be subsequently abandoned by said Grantee for the use permitted, then and in either of these events, said Easement shall automatically become void and the rights granted revert back to Shelby County or its lawful successor.

Furthermore, it is hereby expressly understood that the granting of the above-described easements does not permit removal or filling within the said easement areas without prior approval of the County Engineer.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by the affixing thereto of the signature of the Mayor of the County of Shelby, the said Mayor being authorized so to do pursuant to Section 4.03-18 of Chapter 260 of the Private Acts of 1974 in accordance with the approval of the Shelby County Board of Commissioners, on the _____ day of _____, 2009, in Resolution # _____.

APPROVED FOR CITY OF BARTLETT:

By: _____
A. Keith McDonald, Mayor

Approved as to Form:

By: _____
City Attorney

Other City Approvals:

By: _____
City Engineer

GRANTOR: SHELBY COUNTY

By: _____
A C Wharton, Jr. County Mayor

Approved as to Form:

By: _____
Contract Administrator/
Assistant County Attorney

Other County Approvals:

By: _____
County Engineer

By: _____
Manager of Real Estate Services

By: _____
Administrator, Land Bank Department

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **A C WHARTON, JR., Mayor of the County of Shelby**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of the County of Shelby**, the within named bargainor, one of the counties of the State of Tennessee, and that he as such **Mayor** of said county, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Shelby County by himself as such **Mayor** of said County of Shelby.

WITNESS my hand and Notarial Seal, at office in Memphis, in the County aforesaid, this ____ day of _____, 2009.

Notary Public

MY COMMISSION EXPIRES:

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **A. KEITH MCDONALD, Mayor of the City of Bartlett**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of the City of Bartlett**, the within named bargainor, one of the municipal corporations of the State of Tennessee, and that she as such **Mayor** of said City, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **City of Bartlett** by himself as such **Mayor** of said municipal corporation.

WITNESS my hand and Notarial Seal, at office in Bartlett, in the County aforesaid, this ____ day of _____, 2009.

Notary Public

MY COMMISSION EXPIRES:

(FOR RECORDING DATA ONLY)

Property Address:
8340 Ellis Road

Tax Parcel No:
B015800000620

Mail Tax Bills to: (Person or Agency
responsible for payment of taxes)
Exempt - Government

Owners Name and Address:
Shelby County Government
160 N. Main Street
Memphis, TN 38103

This instrument prepared by:
Shelby County Land Bank
584 Adams Avenue
Memphis, TN 38103
Phone No. (901) 545-4323



